

# TERMS AND CONDITIONS

This website ([www.edinburgh.com.au](http://www.edinburgh.com.au)) is owned and operated by Margal Inn Investments Pty Limited trading as The Edinburgh Hotel and Cellars, Licence No. 50101385 (Company).

The terms and conditions under which you may purchase products from [www.edinburgh.com.au](http://www.edinburgh.com.au) are set out below, and are applicable to all online purchases from the Company. Please read the following terms and conditions carefully before placing your order with [www.edinburgh.com.au](http://www.edinburgh.com.au). By using this website you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.

The Company reserves the right, at any time to modify, alter or update these Terms and Conditions of Sale and you agree to be bound by such modifications, alterations or updates on subsequent visits.

## UNDER 18 YEARS OLD - NO ORDERS

Persons under 18 years of age are not permitted to place orders for alcohol.

## DEFINITIONS

"buyer" means any person, firm or company buying product from the Company

"seller" means the Company

"products" means the goods

"order" means an order by you to purchase goods from [www.edinburgh.com.au](http://www.edinburgh.com.au)

"goods" means goods described in an order and includes packaging

"personal details" includes, but is not limited to, your name, delivery address and payment details.

"adult" means a person aged 18 years or over

## THE AGREEMENT

"The Agreement" is the entire agreement between you and [www.edinburgh.com.au](http://www.edinburgh.com.au) for the purchase of goods by you from the Company.

The Agreement exists between you and the Company once [www.edinburgh.com.au](http://www.edinburgh.com.au) receives and accepts an order. No obligation to sell or supply the goods will arise until the order is received and accepted, and each order may be accepted in its absolute discretion. Each order is a separate agreement.

## SET-OFF

If you owe money to the seller under one agreement, that money may be offset against any money you owe to the seller under another agreement. If the Company owes money to you under one agreement that money may be offset against any money that it owes you under another agreement.



## ORDERS

You will place an order with [www.edinburgh.com.au](http://www.edinburgh.com.au) by:

- a) Selecting goods on [www.edinburgh.com.au](http://www.edinburgh.com.au)'s website, entering your personal details and pressing "submit for processing" button; or
- b) Selecting goods and instructing the Company by telephone that you wish to purchase the goods, and providing your personal details to The Edinburgh Hotel and Cellars; or
- c) Selecting goods and instructing the Company by facsimile or personal mail that you wish to purchase the goods, and providing your personal details to the Company.

## DELIVERY OF THE PRODUCT

In order to purchase goods from the Company, the delivery address which you nominate will need to be within a location where the Company provides delivery services. We will advise you if the delivery address which you nominate ceases to be in an area where the Company delivers good. The Company will not be obliged to continue to deliver goods to you if you change your delivery address and the new delivery address which you nominate is not in an area within which the Company delivers goods.

## DELIVERY REQUIREMENTS

The Company is required by law to give written instructions to the person responsible for delivery of the goods, requiring that the goods be delivered:

- a) To the adult person who placed the order, or
- b) To another adult person at those premises who undertakes to accept it on your behalf.

The person delivering goods may refuse to deliver to any person who fails to provide proof of age satisfactory to the person responsible that the person is aged eighteen years or over.

It is the buyer's responsibility to ensure the buyers own availability to take delivery once a delivery date has been agreed. It is also the buyer's responsibility to ensure there is adequate access to the premises where the product is to be delivered.

The seller does not accept liability for any loss or damage suffered by the buyer in consequence of any failure or delay in delivery.

The product will be at the buyers risk from delivery which shall be deemed to have taken place in the property specified by the buyer, or unloaded into the possession of the buyer's nominated carrier. Any such carrier will be deemed to be the buyer's agent.

## ADDITIONAL DELIVERY FEE

If there is no one at the delivery address or no one of appropriate age to receive the order when the order is delivered, the buyer may be required to pay a further delivery charge before any further attempt to deliver the product is made.



## **OWNERSHIP OF THE PRODUCT**

Risk and title in the goods passes to you upon delivery of the goods to the delivery address.

Ownership of the product will not pass to the buyer until the seller has received payment in full of the price of the product together with any delivery or other charges the buyer is required to pay.

Where the contract between seller and the buyer for the sale and purchase of the product has been cancelled for any reason, the products will become the property of the seller (where ownership has already been transferred to the buyer). The buyer must take reasonable care of the product until the seller has retrieved the product from the buyer.

## **CANCELLATION**

Once an order for a product has been accepted it can only be cancelled in the seller's absolute discretion and subject to such terms as the seller shall impose.

## **RETURNS OR REFUNDS AND BRINGING A CLAIM**

The Seller requests that you inspect the product as soon as reasonably possible after delivery. The buyer must notify the seller within two working days of delivery of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The buyer must allow the seller an opportunity to inspect the product within a reasonable time after delivery and before the buyer makes any use of the product. If the buyer fails to comply with these provisions, the product will be deemed to be in accordance with the agreement between the buyer and seller and free from any defect or damage which would be apparent on a reasonable examination of the product and the buyer will be deemed to have accepted the product.

We will arrange to pick up the stock and organise a refund of the purchase price for tainted, damaged, or incorrect product, and any subsequent bottles that are returned in their original condition or we will organise delivery of replacement product. Delivery costs will only be refunded if the product shipped is a result of our error. Please make sure that you include with the products the original packing slip and that the product is securely wrapped.

## **PRICE OF GOODS**

The price you shall pay for the goods shall be the price specified on the Product List. You will also agree to pay the delivery and handling fee (when applicable) in respect of each order and all taxes, including GST, which the Company is required to collect from you.

Variation of the prices are subject to variation without notice. The price payable for the goods shall be the price applicable on the date the goods are confirmed as ordered.



## **PAYMENT OF ORDER**

You may use your credit card (MasterCard, Visa, American Express, or Diners). Cheques, Money Orders and cash payments are not accepted as method of payment, unless the buyer presents them in person to The Edinburgh Hotel and Cellars. Payment must be cleared before the goods are dispatched.

You may make an application to set up a Corporate Customer Account with The Edinburgh Hotel and Cellars. If your application is accepted you will be required to sign the standard terms and conditions which will include details in relation to acceptable payment methods.

## **OUT OF STOCK AND SUBSTITUTION**

The Company will not provide rainchecks in respect of Goods ordered by you.

The Company will use it's best endeavours to ensure that all Goods ordered by you are supplied to you. If the goods ordered by you are not readily available in stock, whenever possible The Edinburgh Hotel and Cellars will offer to you a comparable product of equal or greater value.

Where a wine vintage is not available another vintage may be substituted.

## **PACKAGING AND LABELLING**

The Edinburgh Hotel and Cellars aims to include in the Product List up-to-date pictures of the goods. At times, the picture of the goods on the Product List are for illustrative purposes only. The Company does not warrant the accuracy of information contained on the Product List and recommends you read the label on goods carefully before consuming the goods.

## **INTELLECTUAL PROPERTY RIGHTS**

The material contained on this website is protected by copyright. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on this website, or create any other material using material on this website without obtaining the Company's prior written consent.

Trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the Company's prior written consent.

The website, products, technology and processes contained in this website may be the subject of other intellectual property rights owned by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this website must not in any way infringe the intellectual property rights of any person.



## DISCLAIMER AND LIMITATION OF LIABILITY

Except where to do so would cause any part of these Terms and Conditions to be illegal, void or unenforceable, the Company:

- Excludes all conditions and warranties implied by these Terms
- To the fullest extent permitted by applicable law, is not liable to you or anyone else for any loss or damage, however, caused (including negligence), which may be directly or indirectly suffered, in connection with the use of this website, and
- Excludes liability (whether that liability arises under contract, tort (including negligence) or statute) for any special, indirect or consequential loss or damage (including without limitation loss of revenue and loss of, or damage to, data) suffered or incurred in connection with this website.

Without limiting the general disclaimer, the Company:

- Is not liable to you or anyone else if error occurs in the information on this website or if that information is not up to date
- Will not be liable for disruptions to this website
- Is not liable to you or anyone else if interference with or damage to your computer system occurs in connection with use of this website. You must take your own precautions to ensure that whatever you select from this website is free of viruses.

## PRIVACY POLICY

We undertake that we will comply with the Company's Privacy Policy as detailed on this website.

## SECURITY

If you are issued with a PIN or password by edinburgh.com.au you agree to take responsibility for the safe keeping of your PIN or password. You are liable if an unauthorised person uses your PIN or password. You agree to release and forever indemnify edinburgh.com.au in relation to any liability howsoever arising out of the unauthorised use of your PIN or password.

## TERMINATION

The Edinburgh Hotel and Cellars may terminate this Agreement at any time by delivering notice or by sending you a system message advising that your shopping privileges have been removed. If this occurs, please contact Hotel staff on (08) 8373 2753. Termination of this Agreement shall be effective the day notice is received or such later date as specified in the notice.

## SEVERANCE

Each provision of this Agreement (including these Conditions) are severable. Severance does not affect any other provisions.

All sales are deemed to be made in Australia, and shall be governed and construed in accordance with the Laws of South Australia and the Commonwealth of Australia.

